

Tender Details		17-01-2024 12:10:57
Tender Code	SE/HNGC/ET-39/23-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Various sizes of Aluminum Lugs for Hingoli circle	
Estimated Cost (In Lakhs)	5	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	S J MUNGARE , 7875463398 ,sehingoli@gmail.com	
Pre-Qualifying Req	AS PER TENDER CONDITION	
Budget Type	NA	
Scheme Code	null	
Scheme Name		
Department	Works Department	
Office Type	CIRCLE	
Location Type	Hingoli Circle	
Designation	Executive Engineer(Distribution)	
Pre-Bid Meeting Address	HINGOLI	
Bid Opening Address	ONLINE	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	
Is Trader Applicable	NO	
Minimum % of Offered Quantity	NA	
Is Power Supplier Applicable	NO	
Tender Sale Start Date	17-01-2024 12:10	
Tender Sale End Date	24-01-2024 23:00	
Bid Start Date	17-01-2024 12:15	
Bid End Date	24-01-2024 23:55	
Pre-Bid Meeting Date	22-01-2024 12:00	
Techno-Commercial Bid opening on	25-01-2024 11:00	
Price Bid opening on	25-01-2024 14:00	
Annexure C1 Opening Date	NA	
Winner Selection Date	25-01-2024 15:00	
Can Bidder Opt EMD Exemption	N	



**Maharashtra State Electricity Distribution
Company Limited**

Hingoli Circle

Tender for supply of

**Various sizes of Aluminum Lugs for Hingoli
circle**

Tender No. SE/HNGC/T-39/23-24

VOLUME-1

TECHNO-COMMERCIAL BID



Executing Agency

**Office of the Superintending Engineer
Maharashtra State Electricity Distribution Co. Ltd.,
Circle Office, Vidyut Bhavan, Akola Road, Hingoli,
Pin Code No:-431 513**

Tel. No: 02452-242500, 242501 Fax No. 02452-242502



MAHARASHTRA STATE ELECTRICITY DIST. CO. LTD.

Office of the
Superintending Engineer
Vidyut Bhavan,
Akola Road, Hingoli -431 401

Phone No : **7875463398**
Fax : **02452-242502**

Tender No. : T-39/2023-24
Tender For : Supply of Various sizes of Aluminum Lugs for Hingoli circle
Tender Price : Rs. 1,000/-+18% GST
Estimated Cost : Rs. **5.0 Lakhs** E.M.D. :Rs 5000/-

TO BE FILLED IN BY THE TENDERER :

Name & Address of the Tenderer: _____

Phone No. _____ Mobile No. _____ e-mail _____

Address of the Factory Unit : _____

Phone No. _____ Fax No. _____

E.M.D. Paid Rs. -----/- vide M.R. No. _____ Date:- _____

IMPORTANT NOTES:

- 1) Rates should be quoted in the prescribed schedule attached with this tender and not in any other form.

FOR OFFICE USE ONLY:

Total No. of Tenders received _____ Nos. Opened on _____

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TENDER NOTICE

Sealed & super scribed Tenders are invited from reputed manufacturers/contractors/ suppliers for supply of following material.

Tender No	Nature of Work	Estimated Amount Rs. in Lakhs	Amount Of EMD Rs. in Lakhs
SE/HNGC/T-39/23-24	Supply of Various sizes of Aluminum Lugs for Hingoli circle	5.00	5000/-

TERMS & CONDITIONS:

1) The on line sale of tender will start from **17.01.2024 to 24.01.2024** The pre bid meeting will be held on ----- . The last date of uploading on web site/ submission of tender is **24.01.2024** upto 23.00 Hrs. . Tenders will be opened on date **25.01.2024** at 11.00 Hrs. if possible or on next working day.

For more details regarding registration process and tender ,visit our e-tendering web site on <http://works.mahadiscom.in/eTender/etender>.

(2) The amount of EMD should be submitted in the form of Demand Draft/Bank Guarantee of any Nationalized/Scheduled Bank having Branch at Hingoli in favor of Superintending Engineer, MSEDCL, Hingoli Circle, Hingoli. (3) While submitting the tender duly filled in, if downloaded, please attach a Demand Draft of Rs1000/-+ 18% GST drawn in favor of Superintending Engineer, MSEDCL, Circle Office Hingoli towards Tender Cost. (4) Last date for submission of Tenders is ----- upto 14.00 Hrs. (5) Date of opening of Technical Bid: -- ----- at 16.00 Hrs. (if possible) (6) MSEDCL reserves the right to accept any tender or to reject any or all Tenders without assigning any reason thereof.

(3) the material Should be delivered at office of add Executive Engineer Majour Store, Jintur road parbhani:431 402

(4) For Documentary and Sample purpose i.e Submission of BG and Agreement is ooffice Of Superintending Engineer MSEDCL Near Bus Stop,Opp To police station Hingoli-431 513

Superintending Engineer

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. HINGOLI
CIRCLE INVITATION TO TENDER AND INSTRUCTION TO TENDERERS (SECTION-I)
TENDER FORM (NOT TRANSFERABLE)
(TO BE RETURNED DULY FILLED IN AND SIGNED)**

ANNEXURE 'A'

To be submitted/uploaded on website (<http://works.mahadiscom.in/eTender/etender>) on or before ----- up to **23.55** Hrs. at the Office of the Superintending Engineer, MSEDCL, Vidyut Bhavan, Hingoli - 431 513. The Tenderer is requested to quote his lowest rates F.O.R. destination for the supply of materials. The material is required to be supplied at our Divisional Stores. The tender documents duly filled-in and signed, are to be submitted before due time & date of the submission of tender in prescribed form.

For Superintending Engineer

1.0 SCOPE OF WORK:

The scope of work under this tender is for design, engineering (wherever applicable), manufacture, inspection & testing before dispatch, packing and supply of material / equipments as specified in Annexure-D/Technical Specifications, at our Divisional Stores.

2.0 REQUIREMENT FROM TENDERERS:

1. Registration of manufacturing unit under Factories Act./ Shop Act. Registration for trading.
 2. If the unit is SSI , valid SSI registration Certificate
 3. GST registration .
 4. Technical specification of the material offered.
 5. The tenderer should have proven experience at least ONE year in manufacture/ supply of electrical goods. Copies of S.R.Notes/completion certificate should be enclosed.
 6. Demand Draft /BG/ M. R. No as a proof of E.M.D.
 7. bidder should submit the IFC code, otherwise bid will not be consider.
- Note: The price bid will not be opened: a) If payment of E.M.D. & cost of tender not made. b) If Tech./Comm. bids not uploaded on company website.

3.0 PRICE:

- (a) The lump sum price/unit rate prices quoted by the Tenderer in his tender with additions and deletions as may be agreed to for the entire scope viz. design, engineering, (wherever applicable) manufacturer, packing and supply of the materials/equipment covered under these specifications and documents to the purchaser's stores / works site and commissioning (wherever applicable) shall be treated as the contract price. The Tenderer shall quote the price per unit covering entire scope as stated above.
- (b) The Tenderer shall quote the price only on F.O.R. destination exclusive of Excise Duty, GST, risk in transit and freight prepaid along with the break-ups under each column as provided in Annexure-F. In case of any deviation in the manner of quoting prices on F.O.R. destination basis as stated above, the tender shall be rejected even though the offer of the Tenderer is found to be lowest.
- (c) Against one tender form purchased by the Tenderer, he shall submit only one

offer. Tenderer is requested to quote only single price/rate for the quantity offered by the Tenderer. The offers with prices of the materials quoted in slab basis and/or with any conditional discount on any account, viz. payment, quantity etc. shall be rejected. Tenderer shall quote the rate only in the unit of the item specified in Annexure-'F'

- (d) The Tenderer shall quote prices in Indian Rupees only, although the material requires some imported components, if any. The Tenderer shall arrange to import such material against his import license & Purchaser shall not be responsible for obtaining Import License or furnishing Essentiality Certificate for import of such component of the custom duty payable on such material. The purchaser shall not be liable to pay custom duty or variation thereof including the variation on account of foreign exchange rate. The offers requiring the Purchaser to obtain Import License or to make payment of custom duty or any variation referred to above shall be rejected.
- (e) The Tenderer should quote his prices in Annexure-F and also give the break-ups under the columns in Annexure-F as provided therein.
- (f) Prices are acceptable only on F.O.R. destination basis inclusive of GST, risk in transit, freight showing the break-up as desired in the Price Bid/Annexure 'F'. It shall be noted that quotations not conforming to F.O.R. destination basis inclusive of Excise Duty and CST/VAT etc. and to the unit as specified in Price Bid / Annexure 'F', shall be rejected even though the Tenderer's offer may be lowest. Therefore, the prices shall be quoted only in the form of Price Bid / Annexure 'F' of the tender documents.

4.0 QUOTATION:

- i) The Tenderer shall quote his lowest reasonable rate per unit as specified in Annexure 'F' only in figures as well as in words. Any deviation in the rates etc. will not be allowed on any ground such as mistake, misunderstanding etc. after the tender has been submitted.
- ii) In case of difference between the rates in figures and in words, it will be considered to read the rates advantageous and economical to the Company.
- iii) Supplier's printed terms and conditions will not be considered as forming part of the tender

5.0 AMBIGUITY IN QUOTATION:

The Tenderer shall ensure that he should quote the tender in clear terms and only fill in the blanks wherever required. Any ambiguity in the terms and conditions may lead the rejection of tender. The Tenderer should note that there shall be no deviation in respect of the following terms specified in tender documents and the deviation if any, the tender shall be liable for rejection.

- (i) Payment of earnest money deposit.
- (ii) Payment of Security Deposit.
- (iii) Liquidated damages.
- (iv) Terms of payment.
- (v) F.O.R. destination prices.
- (vi) Guarantee.
- (vii) Period of validity of offer.
- (viii) Jurisdiction of Court.
- (ix) Default of contractor & termination thereof.

6.0 ADDITIONS/ALTERATIONS PROHIBITED:

Tenderer shall not make any additions, alterations or changes in the tender form, conditions of tender and supply including the description of the material mentioned in Annexure 'D'.

7.0 FILLING IN OF ANNEXURE/QUESTIONNAIRE:

Tenders are requested to ensure that the comments against each and every item/clause of the Annexure/Questionnaire shall be clearly filled in and answered. Any item/clause shall not be left blank or unanswered. If any item/clause is not applicable, the words "Not Applicable"

shall be written against it. No place in the offer should be left blank or dashes are required.

8.0 SIGNING OF THE TENDRER DOCUMENTS:
DELETED

9.0 CLARIFICATION OF TENDER DOCUMENTS:

The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required under the tender documents or submission of tender not substantially responsive to the tender documents in every respect will be at the risk of the Tenderer and may result in rejection of his tender. The Tenderer requiring a clarification of the tender documents may notify to the purchaser 3 days prior to the date of submission of tender.

10.0 LOCAL CONDITIONS:

It shall be imperative on each Tenderer to fully inform himself of all local conditions and all other factors which may have any effect on the execution of the contract covered under these documents and specifications. The Tenderer shall also make enquiry and satisfy himself about the contingencies, risk and other circumstances, which may influence or affect the execution of the contract as specified in this tender specification. The Purchaser shall not entertain any request for clarification from the tenders regarding such local conditions.

It shall be presumed by the Purchaser that all such factors, conditions etc. have been properly investigated and considered by the Tenderer while submitting his tender. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser which are based on the lack of such clear information or its effect on the cost of the contract to the Tenderer.

11.0 DISCLOSING THE NAME OF THE MANUFACTURER:

Whenever a material is described by name of the particular brand or being offered after purchasing from other sources, the Tenderer shall specifically disclose the name of the original supplier or the manufacturer.

12.0 EARNEST MONEY DEPOSIT (EMD):

Notwithstanding that the supplier is registered with the MSEDCL should pay the Earnest Money at 1% (one percent) of the total value of the tender, unless the firm is exempted on account of statutory directives. Earnest Money shall be paid in Cash/DD in favor of MSEDCL to this office drawn on any Scheduled/Nationalized Bank in Maharashtra. A reference to the tender number should be given in case the E.M.D is paid in cash before the due date& time of the tender and relevant deposit amount and receipt no. shall be mentioned in the tender and Folder No1. Interest shall not be allowed on the Earnest Money Deposit. Money Receipt should be produced to Technical person if paid by DD.

Earnest Money Deposit shall be forfeited in the following situations:-

- (1) In case the supplier withdraws tender/offer during the validity period.
- (2) In case the supplier fails to pay the Security Deposit within stipulated period if the contract is awarded and
- (3) In case the supplier fails to execute the order.

13.0 EARNEST MONEY OF UNSUCCESSFUL TENDERER:

Earnest money deposited shall be returned to the unsuccessful Tenderer as soon as possible after the tender has been decided and on submission of original receipt of E.M.D. payment to Manager (F&A), MSEDCL, Hingoli.

14.0 SUBMISSION OF SAMPLES:

Wherever mentioned, the sample of each item offered, shall be submitted free of cost to this office before the due time and date of submission of the tender. The samples submitted shall be strictly conforming to the specifications and drawings of the material offered. If the

sample is not found according to the specifications, drawings, the offer shall not be considered. The sample of successful Tenderers shall be retained with the Purchaser and it will be considered as the part of supply. Unsuccessful Tenderer, on notification, shall collect the sample within 30 days from the date of notification at his own cost, failing which the sample shall be treated as Purchaser's property without any payment and any further notice.

15.0 SUBMISSION OF DRAWING & BILL OF MATERIAL:

The Tenderer shall submit the drawings conforming with the tender specification wherever applicable. In such cases, the offer without drawings shall not be evaluated and considered. The drawings submitted along with the tender shall not be considered for evaluation of the offer but the drawings of the successful Tenderer shall be scrutinized when the Purchaser decides to accept such tender.

The Tenderer shall depute his representative immediately, either on hearing from the Purchaser for discussion on drawings or after receipt of Letter of Award. The formalities like submission of drawings etc. and getting the same approved by the Purchaser, shall be completed by the successful Tenderer within **Seven Working Days** from the date of Letter of Award (LoA) of the contract. Any delay in this regard shall lead to cancellation of the Letter of Award at the risk and cost of the Tenderer. Finalized drawings will be attached to the A/T. The supplies against the contract shall conform to the approved detailed drawings and along with detailed technical specifications.

16.0 TIMELY SUBMISSION OF OFFER:

Tenderers are requested to submit their tender/offer on or before the due date and time for submission as mentioned in tender notice.

- i) Telegraphic offer or offers received in the form of Telex or Fax message will not be entertained or considered under any circumstances whatsoever.
- ii) Tenders documents received late/after the due date and time will not be accepted on any ground such as postal delay etc.
- iii) Tender received in person or by post after the due date and time of submission shall not be opened and no correspondence will be entertained. Company shall not be responsible for any loss arising out of such delay.
- iv) Incase the date of submission of tender happens to be holiday, the date of submission will be next working day at the same time.
- v) Tender will be opened on the date specified in the tender notice in presence of the Tenderer or his representative(s).
- vi) Incase the date of opening of tender happens to be holiday, the date of opening will be next working day at the same time.

18.0 INFORMATION REQUIRED WITH TENDER:

- (a) The Tenderer shall attach the relevant documents in order to show that the Tenderer is qualified as required herein before under clause No 2.0 along with the offer.
- (b) In case of any deviation as regards the specification, the Tenderer shall clearly indicate in separate sheet of technical/commercial deviation schedule.
- (c) The Tenderer shall give the full address along with Telephone No. Fax, E-mail etc. for the purpose of correspondence. The letters/Notices served or left upon said address shall be deemed to have been served upon the Tenderer or contractor. The Tenderer shall immediately communicate the change in address, Telephone, Fax, E-mail etc., if any. Failure to intimate such change, any letter or notice served upon original address of the Tenderer shall be deemed to be received by the Tenderer/contractor.
- (d) Verbal statement or information furnished by the Tenderer as regards the quality, quantity, arrangement of work or any other matter connected to the tender shall not be considered.

19.0 OFFERS OF SSI UNITS:

DELETED

20.0 OFFERS BY MATCHING RATES WITH LOWEST ACCEPTABLE TENDERER:

- 1) The industrial units located in Maharashtra and the units from developing region of Maharashtra holding valid eligibility Certificate from Regional Developing Authority/ Implementing Agency are eligible for consideration of order at the lowest acceptable F.O.R. destination rates of Excise Duty and CST/ VAT received against the tender as under:
- 2) In case of units from developing region holding valid eligibility Certificate from Regional Developing Authority/Implementing Agency, these shall be considered for order by matching rates with lowest acceptable rate received against the tender up to 33% of the requirement even if the lowest acceptable rate received against the tender is from a Tenderer within Maharashtra.

21.0 DELIVERY OF THE EQUIPMENT/S:

Tenderer is requested to quote delivery F.O.R. Destination only. Tenderer should quote clear delivery schedule in the format specified in tender document. Offers, with qualified delivery schedule which directly or indirectly affects the Conditions of Tender & Supply given in Annexure 'A' shall be liable for rejection.

22.0 LANGUAGE OF THE TENDER:

The tender filled in by the Tenderer and all correspondence & documents relating to the tender exchanged between the Tenderer and Purchaser shall be written in English language. Any document furnished along with the tender in a local vernacular language shall be accompanied with the English translation.

23.0 AMMENDMENT OF THE TENDER:

At any time prior to the date of opening of the tender, the purchaser may for any reason, whether at its own initiative or in response to a clarification required by the Tenderer, modify the tender documents by an amendment will be notified to all the prospective Tenderers who have received the tender documents and will be binding on them. Purchaser may at its discretion extend the date of opening of the tender.

24.0 OPENING OF TENDER:

It should be noted that, envelope No. I will be opened first. If the Tenderer fulfils the qualifying criteria as mentioned in Condition No. 17 above, then only Envelope No. II will be opened.

25.0 DISREGARD OF TENDER CONDITIONS:

The Purchaser reserves the right to reject any tender, which does not conform to any of the conditions / instructions etc.

Tender containing any deviations / additions / alterations / changes in the conditions of tender and supply as stated in Annexure 'A', 'B', 'C' shall not be acceptable. The Tenderer having signed all the tender documents indicates any deviations / additions / alterations / changes in the covering letter, unrelated annexures, schedules of the offer or elsewhere, the same shall be ignored and the offer shall be treated as meeting with all specified tender conditions.

26.0 EXAMINATION OF TENDERS:

The Tenderer shall furnish all the data, drawings and other information / documents as per schedules attached to this specification, duly signed with the seal of the company, as a token of acceptance. The purchaser reserves the right to reject any offer for lack of any data as called for in the schedules and particularly in the technical details.

After the opening, the purchaser shall examine the tenders to determine whether they are complete, whether required confirmations have been furnished, whether the documents have

been properly signed and whether the tenders are generally in order. Immediately after opening, the purchaser shall examine each tender to ascertain whether the essential / special terms and conditions are agreed.

27.0 POLICY FOR TENDERS UNDER CONSIDERATION:

The tenders shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the purchaser to the Tenderers. While the tenders are under consideration, the Tenderers and / or their representatives or other interested parties are advised to refrain from contacting by any means, the purchaser and / or his employees / representatives on matters related to the tender under consideration. The purchaser, if necessary, shall obtain clarifications on the tender by requesting for such information from any or all the Tenderers in writing, as may be necessary. All unsolicited correspondence, discussions etc. by the Tenderer after opening of the price bid shall be treated as post tender development / information and shall not be considered for tender evaluation purpose.

28.0 ACCEPTANCE OF TENDER:

The Purchaser does not bind itself to accept the lowest or any tender, neither will any reasons be assigned for the rejection of any tender or part of tender. It is also not binding on the Purchaser to disclose any analysis report on tender / samples. The Tenderer on the other hand binds himself to supply any item or items selected from his offer in part or whole at the option of the Purchaser.

The Purchaser shall reserve the right to place an order for any quantity in excess to the extent of 50% or any less quantity, of the quantities offered by the Tenderer.

29.0 WITHDRAWAL OF INVITATION OF TENDER:

The Purchaser reserves its right to withdraw the invitation of tender at any time before its acceptance is communicated to the successful Tenderers.

30.0 NAME OF AGENT / REPRESENTATIVE:

In case the Tenderer authorizes the agent or representative to deal on behalf of the Tenderer, the name and address of such person should be informed to the purchaser.

31.0 NOTIFICATION OF AWARD OF CONTRACT:

The notification of Award of contract shall be communicated to the successful Tenderer by Letter of Award (LOA) by registered post.

32.0 VALIDITY OF THE TENDER:

The Tenderer shall keep the offer valid for acceptance up to and including last date of calendar month, covering the date of completion of 60 days (Sixty Days) from the date of opening of the tender and shall also agree to extend the period of validity required by the Purchaser. The Tenderer shall not be allowed to modify or change the conditions of the tender while extending the period of validity.

ANNEXURE 'B' CONDITIONS OF TENDER AND SUPPLY

1.0 EFFECT OF CONTRACT:

The contract shall be considered as having come in to force from the date of Notification of Award. The Tenderer whose offer is accepted is hereinafter called "the supplier".

2.0 SECURITY DEPOSIT:

The supplier shall pay within 7 days, Security Deposit @ 10% of the value of the order. The failure to make payment of Security Deposit within 7 days from the date of award of order as above will be viewed seriously and the contract awarded shall be liable to be terminated.

The Security Deposit shall be paid in favour of Purchaser by way of:

- (i) Cash or
- (ii) Demand Draft on any Nationalized/Scheduled Bank drawn in favour of Superintending Engineer, MSEDCL, Hingoli payable at Hingoli or
- (iii) Bank Guarantee from a Nationalized/ Scheduled Bank valid for the guarantee period of last consignment of materials as given in clause no. 23 of conditions of Tender and supply in the standard form of the Purchaser or

This Security Deposit in cash or in the form of bank guarantee or otherwise is for the due performance of the material/contract and the same shall be liable to apportion towards amount due or becoming due by the supplier on his failure to execute this order or any other contract and in the event of non fulfillment of the terms and conditions of the contract.

The Security Deposit shall be refunded on the expiry of the guarantee period specified in condition No.23 stated herein below. In case of G.P. Notes the amount of Security Deposit payable should be on the basis of market value of the G.P. notes at the time of presentation of the G.P. Notes

3.0 QUALITY OF SUPPLIES:

All materials supplied shall be strictly as per specification laid down and in accordance with the approved standard samples. In case of any materials for which there are no standard / approved samples, the supplies shall be of the best workmanship and good quality and this office shall be informed of the progress of manufacture of the material.

4.0 MATERIAL AND COMPONENTS:

The material and components not specifically stated in this specification but which are necessary for satisfactory operation of the equipment / items specified, shall be deemed to be included unless specifically excluded and shall be supplied without any extra cost.

5.0 F.O.R. DESTINATION & Delivery period : Material should be supplied within 30 days from the date of order. The material is to be supplied at our Divisional Stores Hingoli consigned to the Addl. Executive Engineer (Stores), MSEDCL Hingoli.

6.0 SAMPLE BEFORE COMMENCING BULK SUPPLIES (Wherever necessary):

Before taking up the manufacture of the bulk supply, the supplier shall get one number sample of each item approved within 7 days from the receipt of the order. No bulk supply should be made unless the sample is approved by the inspecting officer. The sample so approved, shall be a master sample retained for reference purposes, at supplier's works till the last consignment is dispatched.

The time allowed for commencing delivery includes the time required for getting the sample approved as above. If, however, 7 days from date of receipt of the intimation for sample approval, the period for commencing / completing the supplies will be considered to have been extended by the excess time taken for intimating the approval. If the approval of the sample is not received from the inspecting officer within 7 days, the supplier shall remind this office for the same in writing.

7.0 ACCEPTANCE OF SUPPLIES/INSPECTION:

- (a) Materials shall be inspected by the Purchaser's Executive Engineer (Testing) MSEDCL Hingoli /or the representative authorized by the Purchaser before dispatch.
- (b) The supplier shall submit the test Certificates/reports from any approved laboratory or the laboratory of his own for the respective quantity of material.
- (c) All the necessary help shall be extended by the supplier to the authorized representative of the Purchaser to carry out testing of equipment/materials.

8.0 WAGON LOADS/TRUCK LOADS:

Quantity to be dispatched to consignee may not necessarily be in full wagon load/truck load and may be part load as per the Purchaser's requirements.

9.0 ROAD TRANSPORT:

In case the supplier prefers to dispatch the materials by road transport at his risk and cost and without any extra cost to the Purchaser, the materials shall be accepted only during office hours on working days. The supplier should ensure that the goods reach the stores sufficiently in advance so as to arrange their unloading during office hours, failing which, the Purchaser shall not be liable for unloading and for inconvenience caused to the transport contractor in the form of detention etc. Unloading at stores shall be arranged by the consignee.

10.0 PAYMENT OF FREIGHT CHARGES:

Railway Receipt should be prepaid. In case the freight is not prepaid, the freight charges paid shall be recovered from the supplier with additional 'TWENTY PERCENT' amount of freight.

11.0 CLEAR RAILWAY RECEIPT:

Packing used shall be conforming to specifications/conditions laid down by the railways and clear railway receipt shall be obtained by the supplier without any ambiguity, so as to facilitate proper clearance of goods at destination.

12.0 DESPATCH INTIMATION:

The supplier shall inform telegraphically to the consignee details of dispatch giving RR/ LR No., Wagon/Truck No., Type of wagon, craneable consignment or otherwise, total value of consignment, etc. to facilitate the consignee to arrange for clearance of goods.

13.0 BILL OF MATERIALS:

The supplier shall furnish bill of materials for each type of equipment/material offered which should be consistent with the drawing, sample, and specification and guaranteed technical particulars. The copies of the bill of materials should always be enclosed along with the bill submitted by the supplier for payment wherein he should specifically mention the materials / components dispatched out of the bill of materials, if the equipment is not sent in totality. Where the equipment/material to be supplied consist of more than one component, the supplier claiming payment for equipment/materials shall certify that all components of the equipment/ material have been supplied in full for the quantity indicated in the invoice. Part payment shall not be allowed.

14.0 PACKING LIST:

Each package shall contain, in waterproof cover, the detailed list indicating the order reference, date, list of content and reference to the approved bill of materials. Each item contained in the package shall be described sufficiently to enable identification of the quantity, weight etc. There should not be any alteration in the packing list incorporated in the order, copy of the packing list should be sent to the consignee along with other documents.

15.0 REPLACEMENT OF GOODS LOST, BROKEN OR DAMAGED:

Notwithstanding anything herein contained, the supplier undertakes to be responsible for the safe arrival of the materials in good condition and without any loss or damage at the final

destination and until the same be actually delivered to and received by the Purchaser at its stores. Materials carried by railways or other carrier shall be deemed to be so carried at the risk of the supplier. In case of transit damage/shortages, the payment shall be made only for the quantity received in good and working condition and the consignee shall lodge claims with carriers and transfer the same to the supplier with all necessary documents for settlement of the same with carriers at the supplier's end. The transit damages/shortages/losses reported by the consignee shall be repaired/replaced by the supplier duly inspected, free of cost, within one month from the date of such intimation of breakages/shortages/losses without waiting for settlement of the claims from carrier or insurance co. etc.

16.0 REPLACEMENT OF REJECTED MATERIALS:

If, on inspection at the final destination, the Purchaser discovers any loss in the materials supplied or that they are received in damaged condition or that in the opinion of the Purchaser, they are not of the contracted quality or specification, the Purchaser shall be entitled (notwithstanding that the property in the materials shall have passed on to the Purchaser) to refuse to accept or to reject the materials altogether and claim damages or cancel the contract and buy its requirements from any of its suppliers stipulating earliest possible delivery and in accordance with its tender system against the supplier and recover the damages if any, from the supplier from any outstanding sums that may be due to the supplier from the Purchaser against this contract or against any of the contract entered into with the supplier, without prejudice to other rights and remedies available to it in law and reserving always to itself the right to forfeit the Security Deposit placed by the supplier for the due fulfillment of the contract. In case the stores/ materials are found not in accordance with the prescribed specifications and/or the approved sample, the same will be rejected and the supplier shall replace the rejected stores/materials free of cost within one month from the date of intimation. The replacement of goods shall also have to be got inspected as per inspection clause. Further if the stores/ equipment supplied becomes incomplete on account of either rejection or short supply of its components, the complete cost of the stores/equipment shall be recovered from supplier's bills without notice.

17.0 TOLERANCE IN QUANTITY TO BE SUPPLIED:

Variation in quantity to be supplied against confirmed order shall be permissible up to five percent per item per consignee.

18.0 OCTROI AT DESTINATION:

Octroi charges, if applicable, at destination shall be borne by the Purchaser.

19.0 SUBMISSION OF BILLS:

After supply of materials to Stores, bills in triplicate should be submitted to this office , along with valid S.R. Note (supplier's copy). (i) Bill/Invoice.

- (ii) Other documents like proof of having paid the Excise Duty as required under the prevailing rules (In case the supplier is a trader, these documents from the original manufacturer of the product shall be produced.), copy of acceptance letter of bank guarantee for Security Deposit, authority of exemption thereof.

Where required by the Purchaser, the successful Tenderer must send the operation and maintenance manuals, test Certificates, drawings etc. for the material ordered. These should be sent immediately after dispatch of material and a statement to that effect should be made in the invoice. Failure to comply with this provision will result in delay in payment of the bill.

The supplier shall forward the original R.R./ L.R. direct to the consignee along with various documents as stated below in this clause. The original bill shall be forwarded to the Manager (F&A), MSEDCL, Hingoli Circle and marked ORIGINAL. The bill should indicate the vat, pan Registration Certificate No. and Date held by him under the Sales Tax Act. The Purchaser shall not be responsible for delay in payment of bills if the supplier fails to comply with any of the above requirements. Supplier's copy of S.R. Note will be forwarded by the consignees through their respective Divisional Stores for supplier's record towards acknowledgement of receipt of material. Accounts copy of S.R. Note will be forwarded by the

respective Divisional Stores to concerned Superintending Engineers of the Circle for payment.

No payment shall be made for the supply of equipment/item in part components.

20.0 PAYMENT OF BILLS:

100% payment as per S.R. Note will be paid by SE, Circle Office, Hingoli by RTGS only within reasonable period as per availability of funds.

21.0 TAXES AND DUTIES:

- (a) Notwithstanding the fact that contract price is inclusive of Excise Duty and Sales Tax :
 - (i) Excise Duty shall be only on Ex-works price and shall be paid/reimbursed at actual on the basis of due date of delivery, against documentary evidence.
 - (ii) GST shall be paid at actual on the basis of due date of delivery.
 - (iii) Variation in GST on brought out items shall not be entertained.
- (b) Structural changes in and due to 'CENVAT' Scheme : -
 - (i) In the event of any structural change occurred in the CENVAT Scheme after the date of submission of the tender till the currency of the contract, the benefit out of such change shall be passed on to either of the parties.
 - (ii) In the event of 'CENVAT' credit being extended by the Government of India to more items than those already covered, the firm should advise the purchaser about the additional benefits accrued or any variation thereof, through a letter containing the following Certificate, as may be considered necessary by the purchaser.

"We hereby declare that we can avail additional duty set-offs as per latest CENVAT Scheme in force now and we hereby give a reduction of per unit and agree to revise the prices indicated in the order. The current Excise Duty of% is payable on this reduced price. Therefore, we request you to amend the order accordingly." The above clause shall not be applicable for traders & for those firms who quoted zero percentage central Excise Duty.

22.0 DEDUCTION:

Any amount or amounts which become payable by the supplier to the purchaser under a particular contract, shall be deducted by the purchaser from any amount/amounts due or becoming due to the supplier under the same or any other contract and shall be adjusted against dues to the Purchaser.

23.0 GUARANTEE:

Goods offered shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. The stores/materials found defective within the above guarantee period shall be replaced/repared by the supplier free of cost, within one month of receipt of intimation. If the defective store/materials are not replaced/repared within the specified period as above, the Purchaser shall recover an equivalent amount plus 15 % supervision charges from any of the bills of the supplier. Further, in case of repeated failures of equipments / material, the Purchaser reserves the right to debar / disqualify the supplier for future tenders / orders.

24.0 LIFTING OF REJECTED/DAMAGED MATERIALS:

- a) On failure to replace or repair the transit damaged or rejected material within one month from the date of intimation as required under tender, it shall be deemed to have concluded that such material is finally rejected. The damaged/rejected material shall be lifted by the supplier within 30 days from the date of receipt of notice to that effect from the concerned consignee on reimbursement to the

Purchaser of the cost of the material/equipment, if any, already paid in terms of payment clause in the contract and actual expenses incurred by the consignee towards octroi, handling, demurrage/wharf age/undercharges, freight, insurance premium etc. The Purchaser shall not be responsible in any case for the loss, destruction, damage, deterioration of the material after expiry of the said 30 days period.

- b) If the supplier fails to lift the material within this period, the material will remain with the Purchaser at the cost and risk of the supplier. Supplier shall, therefore, be liable to pay ground rent @ 0.1% per day of purchase cost of the material to be lifted from the date of intimation of rejection till the actual date of lifting.
- c) The Purchaser will be also free to dispose of such material, after the period of said 30 days, by Public Auction/Tender Notice/Destruction as may be deemed fit and storage charges @ 0.1 % per day of purchase cost will be recovered from the date of intimation of rejection of materials till the date of realization of the sale amount/physical removal of the material besides the actual expenses incurred as referred to at (a) above.
- d) Notwithstanding what is contended in the foregoing clauses, the supplier shall be liable to pay the Purchaser the cost and expenses incurred by the Purchaser, if any, including ground rent and the same shall be appropriated and recovered from the sale proceeds.

25.0 LIQUIDATED DAMAGES FOR LATE DELIVERY:

In case the materials are not delivered within the period stipulated in the order, the supplier shall be liable to pay at the discretion of the competent authority of the Purchaser, the liquidated damages to the Purchaser up to half percent per week or part of week on the delayed quantity subject to a maximum of cumulative ceiling of 10% reckoned on the contract value of such complete portion or section of the plant, equipment or material delayed and also the portion supplied which could not be brought into commission due to any part thereof not having been delivered in time. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the supplier, for which documentary evidence shall be produced to the satisfaction of the competent authority of the Purchaser. The Purchaser shall be entitled to deduct/recover the amount of liquidated damages from the current bill payable to the supplier or any other amount due or payable to him against this or any other contract. For computing the liquidated damages for delayed supplies, the date of railway receipt or the date of receipt of materials at stores in case of road transport, shall be the date of delivery.

26.0 PERFORMANCE OF CONTRACT:

The Purchaser will not be in any way liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortage, non-availability of raw materials, combination of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, failure on the part of the railways to supply sufficient wagons to carry essential raw materials etc. and finished products from the stores, subject to the provision and stipulation made in condition No. 25 as stated above i.e. Liquidated damages for late delivery.

27.0 POWER OF ATTORNEY:

DELETED

28.0 JURISDICTION:

Any disputes or difference arising under, out of or in connection with this tender or contract if concluded, shall be subject to the exclusive jurisdiction of the "Courts" in Hingoli.

29.0 TERMINATION OF CONTRACT:

In case the contractor/supplier fails to deliver the stores/material or any consignment thereof within the contracted period of delivery or in case the stores/materials are found not in accordance with the prescribed specification and the approved samples, the Purchaser shall exercise in discretionary power-either,

- (a) to purchase from elsewhere, after giving due notice to the contractor, at the risk of contractor, such stores/material not so delivered or other of similar description, without canceling the contract in respect of consignment not yet due for delivery,

OR

- (b) to cancel the contract reserving Purchaser's right to recover damages, notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the Purchaser under the General Law of India relating to contract.

NOTES:

- (i) In the event of risk purchase of stores of similar description, the option of the Purchaser shall be final. In the event of action taken under (a) or (b) above, the supplier shall be liable for any loss which the Purchaser may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.
- (ii) The company reserves its right not to deal with the supplier, whose contract is terminated for whatsoever reasons, for a period from the date of cancellation of contract as may be deemed fit.
- (iii) The company may also blacklist the supplier whose contract is terminated for whatsoever reasons on giving opportunity to show cause for such action to the supplier.
- (ii) The decision of the Purchaser shall be final as regards the acceptability of the stores supplied by the supplier and the Purchaser shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/materials.

ANNEXURE 'C'

QUESTIONNAIRE TO TENDER

Sr. No.	Particulars	Comments of the Tenderer
1	Purchase of Tender : Please quote Money Receipt No. & Date against which Tender is purchased	
2	Earnest Money Deposit : E.M.D. paid vide Money Receipt No. & Date (if by cash) D.D. No. & Date (if by D.D.)	
3	SSI Registration : Whether registered as SSI Unit if yes, quote Registration No. (Please attach attested Xerox copy of SSI Registration)	Yes/No
4	SICOM Eligibility : Whether you hold SICOM eligibility Certificate, if yes, please attach attested copy of Certificate.	Yes/No
5	Type of Concern : Whether the unit is proprietary/Partnership/Private Ltd. or Limited Company.	
6	Registration with MSEDCL : Whether you are registered with the MSEDCL.	Yes/No
7	Manufacturer or Trader : Whether you are manufacturer or Trader, If Trader, Please indicate the name & Address of Manufacturer, whose product you have offered.	
8	Past Performance : Whether you have executed orders of same nature in MSEDCL.(Please attach a copy giving details of orders executed)	
9	Monthly Capacity : Assessed capacity per month which can be supplied.	
10	Testing Facilities : Whether the unit is having facility of testing as per relevant ISI	Yes/No

11	Validity of offer : Offer is valid for 90 days.	Yes/No
12	Submission of Sample : Whether sample is submitted.	Yes/No
13	Income Tax Clearance Certificate : Please enclose I.T. Clearance Certificate for last 3 years (2007-08, 2008-09, 2009-10)	Yes/No
14	Annual Turn-Over : Annual Turn – Over for the last 3 years. (2014-15,2015-16,2016-17)	Yes/No
15	Any other information :	
16	GST Registration No. GST	Yes/No

ANNEXURE 'D'

TECHNICAL SPECIFICATIONS OF Various sizes of Aluminum Lugs for Hingoli circle

Supply of various sizes Tinned copper fuse wire and aluminum lugs strictly conforming to IS 9926/1991

Sr. No.	Particulars	Unit	Rate Offered by bidder in Rs. per Lugs
1	Al. lugs of size 16 sq. mm	No	
2	Al. lugs of size 35 sq. mm	No	
3	Al. lugs of size 50 sq. mm	No	
4	Al. lugs of size 70 sq. mm	No	
5	Al. lugs of size 95 sq. mm	No	
6	Al. lugs of size 120 sq. mm	No	
7	Al. lugs of size 185 sq. mm	No	
8	Al. lugs of size 240 sq. mm	No	
9	Al. lugs of size 300 sq. mm	No	

Note:-Tenderer is requested to attach separate sheet if there is deviation from the specifications given above. Otherwise it will be presumed that, the tenderer agreed with MSEDCL specifications.

**LETTER TO THE SUPERINTENDING
ENGINEER**

To,
The Superintending
Engineer
Maharashtra State Electricity Distribution Co. Ltd.
O&M Circle, Hingoli

Dear Sir,

We agree to supply the various size Tinned fuse wire mentioned in the above tender (SE/HNGC/T-39/2023-2024) at the rates herein tendered by us subject to the conditions of the tender which we have carefully read and thoroughly understood the same.

We hereby agree to keep this offer open for 60 days after the returnable date of the tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Yours faithfully,

Date:

Name and address of the Tenderer

Seal and signature of the Tenderer.

ANNEXURE 'E'

SECURITY DEPOSIT (BANK GUARANTEE)

Bank Guarantee No.

Date:-

The [Name of the Bank and address] hereby agree unequivocally and unconditionally to pay, at Hingoli within 48 hours, on demand in writing from the Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs. _____ (Rupees _____ only) to the said Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) on behalf of M/s [name and address of the supplier] who have tendered and / or contracted or may tender or contract hereafter for supply of materials, equipments or services to the Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) against order No. _____ dated _____ total value of the order is Rs. _____ (Rs. _____ only)

This agreement shall be valid and bidding on this Bank up to and including _____ (claim period up to and including _____) and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractors or any reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.)

In case of any dispute arising out of or in connection with the extension or encashment of Bank Guarantee, the courts in Hingoli will have jurisdiction.

Our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (claim period up to and including _____) unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the aforesaid date i.e. _____, all rights of Maharashtra State Electricity Distribution Co. Ltd. (formerly known as M.S.E.B.) under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability there under.

Notwithstanding anything contained herein :

1. Our liability under this bank guarantee is restricted to _____ (Rupees _____ only).
2. This bank guarantee is valid up to _____ (claim period up to and including _____).
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) serve up on us a written claim or demand on or before _____.

(Name of the Bank)

Date:- (Rubber Seal and Code No. of the Signatory)

Place:-

SEAL & SIGNATURE OF THE TENDERER



**Maharashtra State Electricity Distribution
Company Limited
O&M Circle Hingoli**

**Tender for supply of
Various sizes of Alluminium Lugs**

SE/HNGC/T-39/23-24

VOLUME-2

PRICE BID



Executing Agency

**Superintending Engineer
Maharashtra State Electricity Distribution Co. Ltd.
O&M Circle, Hingoli**

MAHAVITARAN, HINGOLI CIRCLE

TENDER NO. SE/HNGC/T-39/2023-2024

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, O&M Circle HINGOLI

PRICE SCHEDULE (Price Bid)

Sr. No.	Particulars	Rate Offered by bidder in Rs. per Lugs	Tax @.....% GST	Total Rate offered by Bidder in Rs. Per Lugs
1	Al. lugs of size 70 sq. mm			
2	Al. lugs of size 95 sq. mm			
3	Al. lugs of size 120 sq. mm			
4	Al. lugs of size 185 sq. mm			

Date:-

(Seal & Signature of the Tenderer)

Note :: Delivery period of Material Is 30 Days From DATE of LOA and before Dispatch of material Sample should be approved from Superintending Engineer Hingoli circle.

LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Providig & Fixig Aluminium Lugs all	PM.HTLC33.0 66	KiloGram	995461	200		null

Required Documents (To be uploaded online)				
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Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	PRICE BID	Price Section	Providig & Fixig Aluminium Lugs	PRICE BID
2	TECHNICAL BID	Technical Section	Providig & Fixig Aluminium Lugs	TECHNICAL BID
3	COMMERCIAL	Commercial Section		COMMERCIAL SECTION